



King County
Department of Permitting
and Environmental Review
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Temporary Use Permit (TUP) TEMP15-0015
Camp Unity Eastside Temporary Homeless Encampment
Bear Creek United Methodist Church
October 17, 2015 to February 15, 2016

Proposal:

On October 6, 2015, Bear Creek United Methodist Church (BCUMC) submitted a Temporary Use permit (TUP) to host and sponsor Camp Unity, a homeless encampment managed by the organization Camp Unity Eastside (CUE). The organization is a community based, charitable corporation designed to empower people to transition from experiencing homelessness to having a place they can call their own as they transition. The community of people who live at the CUE have agreed to uphold the community safety policies defined in the Code of Conduct (attached). The camp proposes to stay at the BCUMC from October 17, 2015 to February 15, 2016 and has a current camp population of 55-60 residents.

The church is located at 16530 Avondale Road NE, Woodinville, WA 98077, at the corner of Avondale Rd. N.E. and N.E. 165th Street. The property is located in the Rural Area and zoned RA-5 (Rural Area, one dwelling per 5 acres). The church was constructed in 1998 following approval of a Conditional Use and Building Permits. The camp will occupy a portion of the existing BCUMC parking lot, being located in the south-west area of the church campus as illustrated on their site plan (attached). Direct access into the camp is through the church parking lot from Avondale Road N.E.

Community tents will be erected for food service, administration and security, and storage. A shower/wash trailer and portable toilets will be provided as well as tents for individuals or couples. Garbage will be collected in an onsite dumpster to be regularly maintained. Trash patrols will be completed at least daily by CUE residents within and surrounding the encampment site on church property. Electricity and water will be provided by BCUMC. Health Department permitting is currently underway and will be in place prior to occupation. Approximately 50 parking spaces will be displaced by the encampment. This will be compensated by using the existing church overflow parking located behind the church to the east where there is space for approximately 50 vehicles. Parking lot lighting is timed to turn off in the evening at 10 P.M. Campers have access to bus cards as donations allow. No more than 5 camper personal vehicles will be allowed in the parking lot and no vehicles will be allowed to park in the neighborhood.

No food will be cooked on site. The food service tent will be equipped to serve food brought to the camp. The church kitchen may be used to warm meals brought from outside sources. No fire, open flames, or smoking will be allowed within 25 feet of any tent or combustible material within the camp. The camp site is setback well over 25 feet from the most immediate property line to the south facing N.E. 165th Street. Mature evergreen landscaping is planted along the south property line, as well as the remainder of the church property perimeter.

The CUE will make every effort to obtain verifiable identification from all applicants. Every camper undergoes a background check including warrants, and sexual predator history. The King County Sheriff's Office is aware of the proposal and will conduct local, state and federal background checks on new residents and any resident away for 3 or more days. Security staff is on duty at all times to monitor camp behavior and keep the host site litter-free. A camper and visitor log is kept, which includes the names and dates of anyone staying overnight.

To be part of Camp Unity, the managing agency requires each resident to remain clean and sober, and pass a background check. There are no exceptions and they maintain a zero tolerance policy. Each participant must abide by the camp's behavioral rules and sign the Code of Conduct. The written code of conduct shall prohibit the managing agency from preventing homeless encampment residents from calling 9-1-1 and from retaliating against homeless encampment residents who have called 9-1-1. The name of the Camp Unity onsite camp manager and telephone number who is available to immediately respond to an onsite problem must be posted at the encampment entrance and visible from one hundred feet outside the encampment.

On September 30, 2015, BCUMC distributed a notice to the neighborhood outlining their intent to host the CUE encampment and hold a community information meeting. The meeting was held at BCUMC on Saturday October 3, 2015. There was opposition expressed at the meeting during the question and answer session following the presentation by BCUMC and CUE. The community voiced concern on such topics as how the host and managing agency would monitor and enforce the camp code of conduct; increased crime, smoking nuisance; how will CUE be different than the problematic TC4 camp they hosted in 2010; alcohol and drug activity; sex offenders; poor location away from services; and removal of expelled residents. The host notes that many people have heard of the possibility of BCUMC hosting CUE and stepped forward offering assistance. These questions were addressed at the meeting and are also addressed through conditions of approval in this report.

Metro Transit routes 931 and 232 are available to the site and within walking distance. In addition, CUE has vans and is able to transport campers to appointments as needed. Safe and timely transportation will be provided by CUE or BCUMC when any camper or applicant is rejected or ordered to leave the encampment.

Approval Conditions:

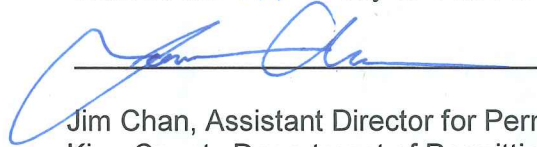
The Temporary Use permit TEMP15-0015 is APPROVED allowing Peace Unity Eastside homeless encampment to stay at the Bear Creek United Methodist as shown on the attached site plan, beginning October 17, 2015 through February 15, 2016. All homeless encampment operations including shelter set-up and dismantling activities must end and be removed on or before February 15, 2016.

1. The maximum number of residents at Camp Unity shall not exceed one hundred at any one time.
2. The duration of camp Unity at BCUMC shall not exceed one hundred twenty-two days (122) at any one time, including setup and dismantling of the homeless encampment.
3. The homeless encampment may be located at the same site no more than once every twelve months.
4. The host and managing agency will assure all applicable public health regulations, including but not limited to the following, will be met:
 - a. Sanitary portable toilets;
 - b. Hand washing stations by the toilets;
 - c. Food preparation or service tents;
 - d. Security tents;
 - e. Refuse receptacles; and
 - f. Disposal of all garbage and debris before vacating the encampment site at the end of the permit period.
5. The homeless encampment shall be within a half mile of a public transportation stop or the sponsor or host must demonstrate the ability for residents to obtain access to the nearest public transportation stop through sponsor or host provided van or car pools. During hours when public transportation is not available, the sponsor or host shall also make transportation available to anyone who is rejected from or ordered to leave the homeless encampment.
6. The homeless encampment site must be buffered from surrounding properties with:
 - a. A minimum twenty-foot setback in each direction from the boundary of the lot on which the homeless encampment is located, excluding access;
 - b. Established vegetation sufficiently dense to obscure view; or
 - c. A six foot high, view-obscuring fence.
7. No permanent structures shall be erected on the homeless encampment site.
8. A regular trash patrol in the immediate vicinity of the homeless encampment site shall be provided.
9. Public health guidelines on food donations and food handling and storage, including proper temperature control, shall be followed and homeless encampment residents involved in food donations and storage shall be made aware of these guidelines.
10. The managing agency shall not permit children under the age of eighteen to stay overnight in the homeless encampment except under exigent circumstances. If a child under the age of eighteen, either alone or accompanied by a parent or guardian, attempts to stay overnight, the managing agency will endeavor to find alternative shelter for the child and any accompanying parent or guardian, including using services such as the King County 2-1-1 crisis clinic. If a child under the age of eighteen, either alone or accompanied by a parent or guardian, appears to be in danger, the managing agency shall immediately contact child protective services.

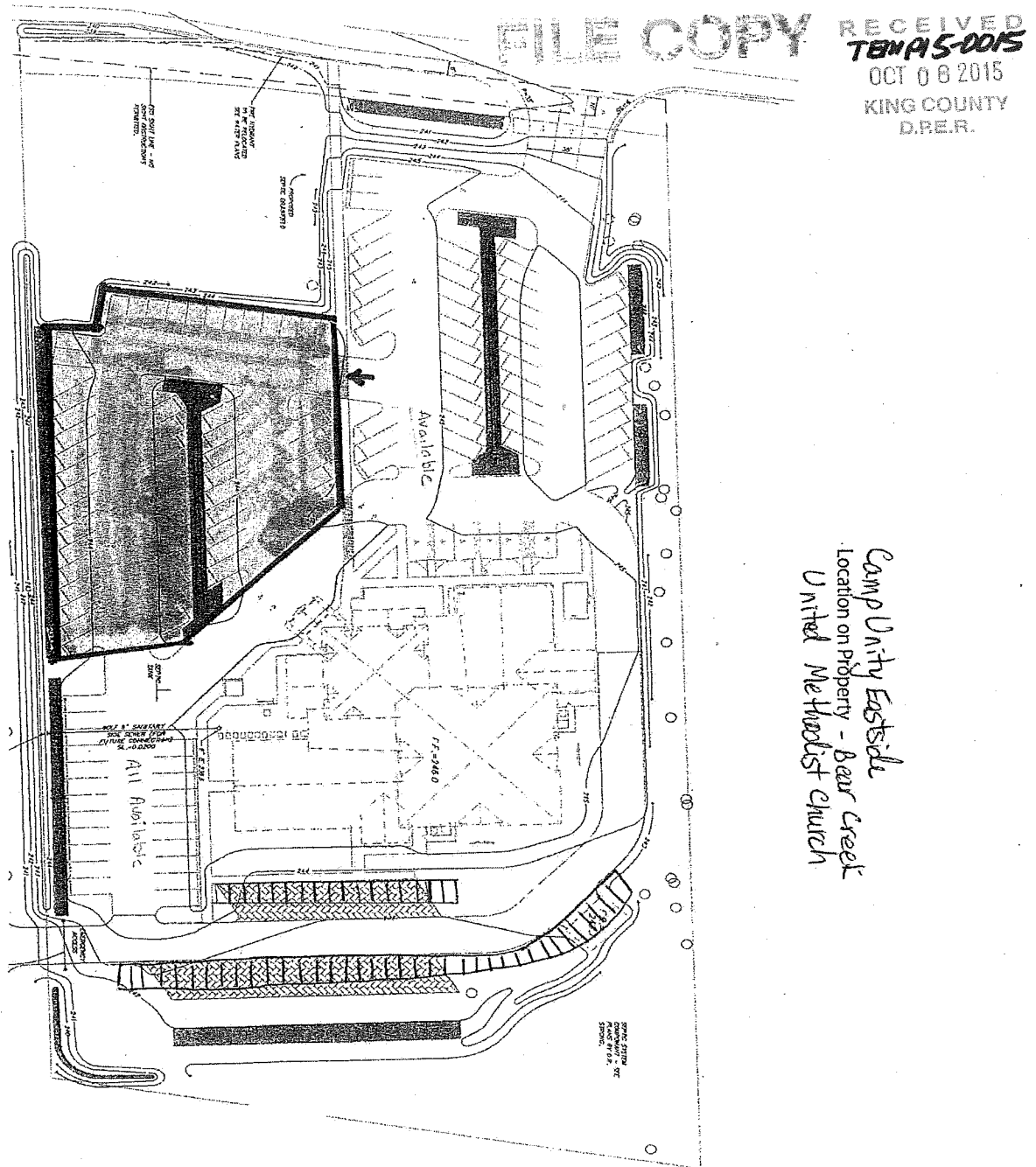
11. The managing agency shall keep a log of all people who stay overnight in the homeless encampment, including names and dates.
12. The managing agency shall take all reasonable and legal steps to obtain verifiable identification, such as a driver's license, government-issued identification card, military identification or passport from prospective and homeless encampment residents.
13. The managing agency shall enforce the written code of conduct.
14. The site property is owned or leased by the sponsor or an affiliated entity.
15. The host shall provide a transportation plan as part of the permit process, and
16. Managing agencies shall obtain criminal checks of prior convictions for sex offenses and outstanding warrants for violent offenses from the King County sheriff's office for all homeless encampment residents. For homeless encampment residents initially moving onto the site with the homeless encampment, the criminal checks must be completed at least seven days prior to the homeless encampment moving onto the site. For residents moving into the homeless encampment during the permit period, the criminal checks must be completed on or before the date that the new resident moves on site. The managing agency shall be responsible for verifying that the criminal checks occur and for permanently retaining information from the criminal checks. If an encampment resident or prospective encampment resident is a convicted sex offender or has an outstanding warrant for a violent offense, the managing agency shall prohibit the resident from residing at the encampment and shall immediately contact the sheriff's office with the information.
17. On-site parking spaces of the host use shall not be displaced unless sufficient parking remains available for the host's use to compensate for the loss of on-site parking spaces.
18. In order to assess compliance with the terms of the permit, inspections may be conducted at reasonable times without prior notice by the fire district, public health or department staff. The managing agency shall implement all directives of the fire district within forty-eight hours. Public health and department directives shall be implemented within the time specified by the respective agencies.
19. If a violation of K.C.C. 21A.45.090 is determined to have occurred, the department may issue a notice of violation to the managing agency and the sponsor. Within six days of the notice issuance, the managing agency or the sponsor shall demonstrate to the department that the violation has been cured. If the violation is not cured within this time period as determined by the department, the department may issue a notice and order as allowed by K.C.C. Title 23 requiring the residents to vacate the encampment site. By accepting the permit, and as a condition of the permit, the managing agency and the sponsor are presumed to agree to vacate the encampment site within seventeen days if a notice and order is issued and not appealed.
20. Tents over 400 square feet shall be flame treated. A flame treated certificate is required. Exception, per 2012 IFC: Tents used exclusively for recreational camping purposes are exempt. Any size tent and/or canopy shall be flame treated if used for cooking food. Note: Use of a microwave oven is not considered "cooking" when used to heat food.
21. A type 2A 10: BC (5 lb.) fire extinguisher shall be located at the main gate/security area. A type 20: BC fire extinguisher shall be located at the food tent. Installation shall be in in plain view, and easily accessible. Additional fire extinguishers may be required at the discretion of the King County Fire Marshal's Office.

22. "No Smoking" signs shall be posted throughout the camp, except in the designated smoking area.
23. No weapons are allowed within TC4. A knife with a blade of less than 3.5 inches is not considered a weapon.
24. Noise shall be limited between the hours of 8PM and 9AM daily. Assembly and removal of the camp shall occur between 9:00AM and 8:00PM to limit disruption of the neighborhood.
25. The security tent shall be clearly marked as such and shall be visible from the parking area.

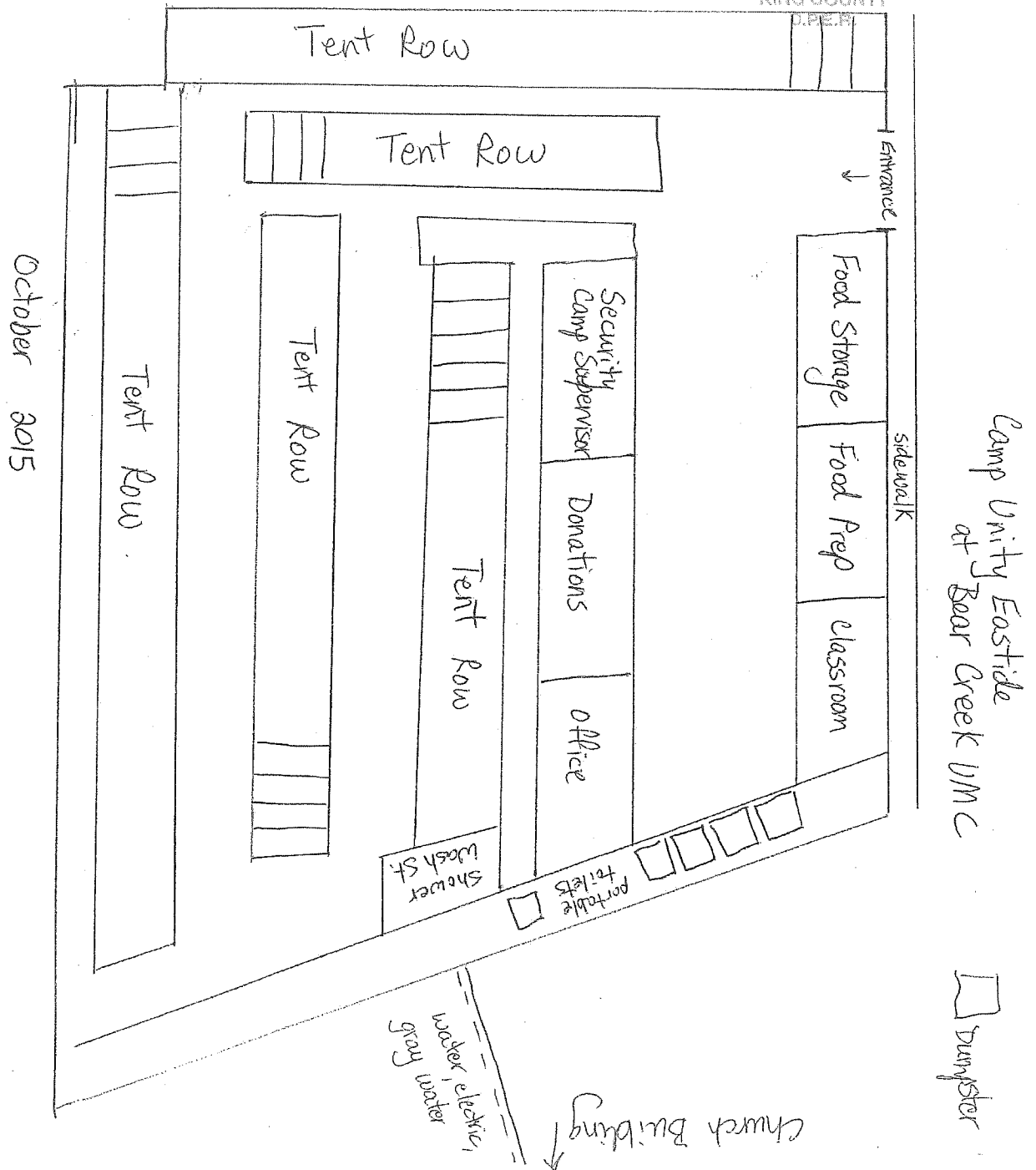
Ordered this 13th day of October 2015



Jim Chan, Assistant Director for Permitting
King County Department of Permitting and
Environmental Review



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TEMP15-0015
OCT 06 2015
KING COUNTY



**CAMP UNITY EASTSIDE (CUE)
MEMBER CODE OF CONDUCT**

INTRODUCTION

This document outlines key elements of CUE'S operating policies, sets expectations and provides Code of Conduct. All applicants must acknowledge/agree and sign this Code of Conduct upon Intake to CUE.

READ TO APPLICANT:

*This document will be READ aloud to insure agreement on meaning of the document.
PLEASE FEEL FREE TO ASK CLARIFYING QUESTIONS.*

CUE PURPOSE

Camp Unity Eastside (CUE) envisions a community that includes diverse living solutions for housed and un-housed people that are safe, healthy and inclusive. CUE provides a temporary shelter encampment through collaboration with Hosts who may be churches or others and local government to secure temporary zoning/use permits, for siting of the encampment, CUE Board of Directors operates and manages the camp.

CUE seeks to provide an environment that prepares individuals to transition toward stable housing, with relationships, self-confidence and the knowledge to be successful.

NON-DISCRIMINATION

CUE does not discriminate against any person on the basis of race, color, national origin, disability, sexual orientation, age, gender, religion, veteran status, marital status, or any other protected characteristic in admission to the resident community, participation in programs, services and activities, or in employment.

QUIET ZONE - The CUE ENCAMPMENT is considered a quiet zone. Residents and Others are expected to keep noise to a minimum, by utilizing headphones and other tools to decrease noise and disruption to camp members, the community, neighbors and the host organization.

EXPECTATIONS - Campers and Others are expected to:

- Behave in an adult and reasonable manner at all times,
- Be courteous,
- Be respectful of others, their property and their tent.
- Get along with others and work out your differences,
- Respect the property and privacy of other campers,
- Respect the host property, volunteers, camp neighbors and donors.
- Treat others the way you wish to be treated.
- Follow the CUE rules.
- Exercise common sense and good judgment.
- You are a guest of the host organization and you are encouraged be friendly toward and get to know individuals in the host community.
- Be sensitive to the host's culture and beliefs. Profanity and other potentially sensitive issues should be avoided.
- Clean up after yourself. Keep your tent area clean, and clean common areas after you use them.

Each CUE member has the ability to influence and set the tone for the camp community and is encouraged to actively volunteer, participate and build friendships with others at CUE.

CAMP UNITY CODE OF CONDUCT APPROVED BY CUE BOD - AUG 4, 2015 Rev. Accepted 9/1/2015

1. CODE OF CONDUCT SERIOUS/MAJOR INFRACTIONS

Serious/Major infractions are those behaviors that likely end with the offender being immediately expelled from camp and participation in CUE operations. Serious/Major infractions shall be immediately reported to the Camp Supervisor, may involve Police and require an Incident Report to be filed with the on-duty CS.
(Per policy, the Board Chair of CUE will work with the Host in matters of expulsion.)

A. NO ILLEGAL ACTIVITIES

Do not use CUE or host property to engage in illegal behavior (internet, computers, automobiles, tents, etc.)

B. CUE IS A DRUG/ALCOHOL AND WEAPON FREE COMMUNITY.

B 1. No Weapons are allowed in CUE Camp or on Host property.
(Including but not limited to: Firearms, switchblades, knives with blades greater than 3", stun guns)

B 2. **POSSESSION, CONSUMPTION OF ALCOHOL/DRUGS, DISTRIBUTION OR SALE OF ILLEGAL DRUGS OR WEAPONS**

Do not store, share, sell or consume illegal drugs, alcohol or marijuana in your car, tent or in vehicles and/or on host property.

This extends to camper or Other's motor vehicles in or around the camp or vehicles on host property. These activities may be legal at the State level but are prohibited by CUE Operating Policy and/or restricted by agreement with the host, local ordinance and/or camp permit.

B 3. **MEDICATIONS**

Medications (storage/care, etc.) are the responsibility of each individual.

Prescription Medications: Individuals must be able to demonstrate they have a legal/valid prescription for such medication. This is particularly important in the case of certain controlled substances.

In the absence of a valid medical prescription such possession is in violation of this Code of Conduct.

B 4. Over-the-Counter drugs are allowed, except where restricted by law.

2. CONSENT TO SEARCH / SUSPECTED VIOLATIONS

A. CUE Staff and Others respect the privacy of camper's personal belongings, tents and vehicles. However, in the case of suspected possession of drugs, alcohol, weapons or stolen property in violation of law or of this Code of Conduct, CUE staff may request a resident's consent to search his or her belongings or tent.

A 1. With consent, a search will be performed with a second staff member and the resident present. If the resident does not give consent to a search of his/her belongings or tent, and the CUE staff has reason to believe a camper is not in compliance, they may contact law enforcement.

3. THEFT

A. Theft of other's property is prohibited.

A 1. Do not "borrow" other's property (phones, bikes, camp vehicles etc.) without express permission of the owner.

A 2. Do not take CUE property without permission, includes vehicles.

4. ASSAULT / PHYSICAL VIOLENCE

A. Do not strike, whack, smack, hit, pull hair, shove, beat, pummel, kick, punch or inappropriately touch others.

- B. Incidents outside of camp between CUE campers or Others are included in the Code of Conduct.
- C. You may be expelled from camp for violations if outside of camp and involving members of the public

5. THREATS OF PHYSICAL VIOLENCE

- A. Do not threaten others, either verbally or through gestures (such as smacking your fist into your hand).
- B. Threats made to a camp member outside of camp are included in this policy.
- C. Do not threaten someone on behalf of someone else.

6. HARASSMENT OF OTHERS

- A. Unwanted or unwarranted intimidation; a *pattern* of pestering or bothering others, nasty comments, causing or encouraging others to harass others.

7. NO OPEN FLAME / SMOKING RESTRICTIONS

- A. No open flames (matches/lighters/candles) in TOILETS OR TENTS
- B. **ABSOLUTELY No smoking in tents.**
 - B 1. Smoking is only allowed in designated smoking areas and is generally not allowed in aisles around individual tents.
 - B 2. CUE takes fire safety seriously. You may be expelled after one warning and/or if you are the cause of a fire.

8. CAMP BUSINESS AND INTAKE DOCUMENTS / DESTRUCTION / ALTERATION

- A. Do not destroy, remove, hide or alter camp documents (paper or electronic, including email or electronic files) kept on computers or thumb or removable drives without express written permission per CUE Records Policy.
- B. Removal or destruction of documents during an active law enforcement action may be a criminal offense.
- C. Meeting Minutes, financial statements, receipts, bank statements, Expulsion "Bar" Lists, Intake Forms, etc. are all documents that must be kept in original form.

9. MISUSE MISAPPROPRIATION OF, OR DAMAGE TO CAMP RESOURCES

- A. At times individuals may be entrusted to execute financial transactions on behalf of the camp. **NEVER use camp resources to procure personal items, or mix personal purchases with camp business.**
- B. Please take care of CUE property and return it in good condition when you leave.

10. DISPARAGING REMARKS

Do not make disparaging remarks about the Host Organization, its beliefs or practices, in public or on the Internet.

11. NON-DISCRIMINATION POLICY

CUE's Non-discrimination policy applies to campers and Others.
Conduct that violates this policy is subject to sanction.

12. FALSE STATEMENTS / FALSE REPORTING

- A. Applicants, members and volunteers are expected to provide true and accurate information, based on their true belief and knowledge on all camp documents. This includes oral statements made by campers or Others to the Directors or the CS team or those with designated Authority, including the Host organization.
- B. Policy Includes Incident Reports.
- C. Do not make false or materially misleading or unsubstantiated statements or accusations against others. Hearsay: Reporting information you did not hear or see/witness is strongly discouraged.

DEFINITIONS

Definitions are intended to help individuals understand the Code of Conduct and provide examples. These definitions do not cover every circumstance or situation that may arise and are not intended to.

USING DEFINITIONS - Reasonable Person Standard. A phrase frequently used in Law to denote a hypothetical person in society who exercises average care, skill, and judgment in conduct and who serves as a comparative standard. This forms a good baseline standard for applying infractions and definitions.

1. **"Harassment"**: - The repeated, unreasonable, actions of individuals (or a group) directed towards an individual (or a group that is intended to disturb or upset and is characteristically repetitive.
Examples:
 - May include improper use of authority, retaliation
 - Disturbing, pestering, applying pressure, intimidation, extortion, derogatory comments, applying excessive or inappropriate force,
 - Degrading ethnic, racist, sexist, homophobic (etc.) or verbal abuse
 - Intended to undermine or belittle others
 - May include bullying: which is behavior intended to abuse, intimidate or dominate others, often relying on a perceived imbalance in social or physical power which creates a risk to the health or safety of an individual. Bullying behavior creates feelings of defenselessness and injustice in the target and undermines confidence.
 - Unwanted sexual advances, especially if one person makes it clear that the behavior is inappropriate or unwanted.
2. **"Expulsion"**: - is a consequence imposed by the CUE community (typically the CS team) and may involve the CUE Board of Directors, for conduct inconsistent with the CoC or organizational purpose of CUE or Major Infractions as set forth above.
3. **"Good Faith Report"** - means an honest intent to make a report based on facts reasonably believed by the reporter to be true.
4. **"Intimidation"** - means where by words or conduct a person places a resident in fear of bodily harm, damage to property, or physical confinement, restraint or retaliation.
5. **"Physical Violence"** - means the physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, sexual assault or stalking.
6. **"Threat"** - means to communicate, directly or indirectly, the intent immediately to use force against any person who is present at the time or to cause bodily injury, damage to property, or physical confinement (such as blocking access to or from a confined location) or restraint.
7. **"Weapon"** - means any item deemed to be capable of inflicting significant bodily harm or physical damage (to a person or property), and could involve furniture, pipes, bow & arrows, machetes, hatchet/ax, chemicals, fire (arson), firearms, including substances unknown to an individual that substantially impair or inflict harm on another (ex: date rape drug).

The undersigned Resident acknowledges that he/she has read this Code of Conduct with the CUE CS and understands and agrees to abide by it for the duration of stay at CUE.

NEW CUE MEMBER Printed Name: _____

NEW CUE MEMBER Signature: _____ Date: _____

CUE Supervisor Printed Name: _____

Camp Supervisor Signature: _____ Date: _____

